



## Service Agreement

Date: Thursday, August 24, 2023

Manistee Downtown Development Authority  
400 River Street  
Manistee, MI 49665

Phone: (231) 398-3262  
Email: [director@manisteedowntown.com](mailto:director@manisteedowntown.com)

### **Agreement Dates:**

September 1, 2023  
August 31, 2026

This agreement is made with an effective date of September 1, 2023 by and between the Manistee Area Chamber of Commerce, a Michigan non-profit corporation (hereinafter “Contractor”) of 400 River Street, Manistee MI and the Manistee Downtown Development Authority, a public body corporate established through City of Manistee Ordinance and MCL 125.4201 *et seq.* (hereinafter “DDA”), of 400 River Street, Manistee MI.

**WHEREAS**, the DDA desires retain Contractor to perform certain “Duties and Responsibilities” in connection with the operation of the DDA and the Contract desires to provide the service to the DDA; and

**WHEREAS**, the DDA and Contractor desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by the DDA to the Contractor for the agreed upon services.

### **1. Contractor’s Duties & Responsibilities**

- a. Manage relevant administrative aspects of the Downtown Development Authority, including, but not limited to, purchasing, accounts payable and accounts receivable functions, record keeping, budget development, accounting, and preparation of all reports required by the DDA Board. Oversee the development of periodic status reports on receipts and expenditures for use in monitoring the DDA’s finances.
- b. Board and Committee Meetings:
  - i. Prepare Board and Committee Meeting Agendas;
  - ii. Attend Board and Committee meetings as directed by the Board or Committee Chairpersons;
  - iii. Prepare Board and Committee Meeting Minutes, if directed to do so by the Board or Committee Chairperson;
  - iv. Present pertinent data and researched information to aid the Board and/or Committee in making decisions and establishing policies; and
  - v. Carryout decisions of the DDA Board

- c. Respond to inquiries from the City, businesses with the DDA District, general public, and media with regard to DDA matters. Work to provide all prospective business owners with the proper information and contacts necessary to proceed with making business and property owners successful within the DDA District.
- d. Present annual reports to the Manistee City Council and City Manager, as requested by the City Manager.
- e. Oversee and participate in the preparation of the DDA annual budget as a submittal to Manistee City Council and city staff. Responsible for monitoring the annual budget throughout the fiscal year.
- f. Administer, monitor and assist with all projects approved by the DDA Board.
- g. Work closely with the DDA's Accountant to maintain an accurate financial statement.
- h. Oversee the management and maintenance of all properties owned by the DDA.
- i. Maintain all DDA official files.
- j. Monitor the accuracy of the DDA website and all public notice mechanisms used by the DDA.
- k. May represent the DDA board at various meetings and events. May speak on behalf of the DDA Board and routinely serve as a resource on existing Downtown District policies and procedures.
- l. Coordinate independent contractual and professional services and oversee performance.
- m. Research the availability and conditions of grant funding and participate in the application process. Responsible for all monitoring and reporting requirements of grants secured by the DDA.
- n. Responsible for administering and monitoring all requirements imposed on the DDA by Local, State and Federal government entities. Specifically, shall ensure DDA's compliance with all reporting requirements imposed by 2018 PA 57 (MCL 125.4911), and all other past and future statutes and regulations.
- o. Manage the DDA Downtown Dollars program, and ensure its proper end at the program's expiration date in December, 2025, as well as continue to manage a similar program.
- p. For DDA Events:
  - i. Contractor involvement in any DDA sanctioned events shall be limited to administrative tasks that ensure that fiscal and legal responsibility and reporting remain sound and according to generally accepted accounting principles. For example, Contractor shall create invoices, prepare checks, draft/review/execute contracts as necessary. Contractor is NOT expected to manage, market, setup, cleanup, or fundraise for a DDA sanctioned event. Duties to run or manage events shall be the responsibility of committee members or board members.

- q. As part of the Contractual service to the DDA, Contractor will designate a liaison to report to the DDA Board.

**2. Performance Evaluation:**

A performance evaluation shall be requested annually by the DDA Board to assess overall performance and compensation matters. This evaluation shall be discussed at the Annual Meeting, which is routinely scheduled for the first meeting of a new fiscal year.

**3. Price and Terms:**

- a. The Contractor agrees to furnish the services as outlined in this Agreement for a period of three years, effective September 1, 2023 and ending August 31, 2026, in accordance with the specifications as outlined in this Agreement. Annual compensation shall be Eighty Thousand (\$80,000) Dollars paid by the DDA to the Contractor on a pro rata monthly basis. This amount shall increase annually thereafter on August 1 at a rate set by the Consumer Price Index, unless an additional increase is warranted by a performance evaluation, and based on an adjusted 12 month index generally reported in July-August by the Bureau of Labor Statistics, US Department of Labor. Any increase based on late reporting of a CPI increase shall be retroactive to August 1.
- b. Invoice verifications and payment will be approved by the DDA Chair and Vice-Chair.

**4. Termination:**

Either party may terminate this contract by providing sixty (60) days written notice to the other party. Contractor shall be entitled to its pro rata compensation through the effective date of termination.

**5. Power to Execute Agreement.**

The Parties represent and warrant that the person(s) executing this Agreement on behalf of each of them have been fully empowered by their respective governing body to execute the Agreement.

**6. Severability.**

If any part of this Agreement is declared by any court of administrative body of competent jurisdiction to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, this Agreement's terms are severable.

**7. Non-Waiver.**

Failure to enforce or insist upon compliance with any of this Agreement's terms shall not constitute a general waiver or relinquish any relinquishment of any of this Agreement's terms.

**8. Headings.**

The headings in this Agreement are for convenience only, and shall not be considered a part of, or used in, this document's interpretation.

**9. Applicable Law.**

The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with the laws of the State of Michigan.

**10. Entire Agreement.**

This instrument contains the entire Agreement of the Parties relating to the matters herein. Any representation, promise, or condition not incorporated herein shall not be binding upon the



parties. Any modifications of this Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed.

IN WITNESS WHEREOF, the parties have cause this Agreement to be signed by their authorized officers on the date and year set below:

  
\_\_\_\_\_  
Kyle Mosher, Board Chair  
Manistee Downtown Development Authority

8/24/2023  
Date

  
\_\_\_\_\_  
Stacie Bytwork, CEO & President  
Manistee Area Chamber of Commerce

8/24/23  
Date